

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER OF CLAIMS

This Settlement Agreement, General Release and Waiver of Claims ("Agreement") is made and entered by and between Stephanie M. Bosch and the Town of Loudon, New Hampshire.

WHEREAS, Stephanie M. Bosch has brought a claim in the United States District Court for the District of New Hampshire entitled, *Stephanie M. Bosch v. Town of Loudon* (Case # 07-cv-33-SM); and

WHEREAS, the Town denies all claims and allegations made by plaintiff, Stephanie M. Bosch in that federal action; and

WHEREAS, the Town of Loudon has brought suit against Stephanie M. Bosch in the Merrimack County, New Hampshire, Superior Court in a case entitled, *Town of Loudon v. Stephanie M. Bosch* (Case #07-C-239); and

WHEREAS, Stephanie M. Bosch denies the allegations and claims brought by the Town of Loudon in the Merrimack County Superior Court action;

NOW, THEREFORE, with the intent to be legally bound hereby, that in consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, Stephanie M. Bosch and the Town of Loudon agree as follows:

1. The Town agrees to pay the sum total of \$13,414.00, which sum shall be payable as follows:

(a) \$5,600.00 shall be paid to Stephanie M. Bosch's counsel, Hugh T. Lee, Esquire;

(b) \$7,814.00, less normal and ordinary federal payroll taxes and deductions required by law (yielding a net payment of \$5,000) shall be paid to Ms. Bosch for settlement of the claim for wages, including alleged unpaid overtime wages.

2. Stephanie M. Bosch acknowledges that her waiver and release of rights and claims as set forth in this Agreement are in exchange for valuable consideration which she would not otherwise be entitled to receive. The payments described in paragraph 1 include consideration for alleged damages to plaintiff Stephanie M. Bosch, and for any and all harm which she may have suffered because of any acts or omissions of the Town of Loudon. Plaintiff Stephanie M. Bosch agrees that the payments described in paragraph 1 are inclusive of any and all claims for attorneys' fees, costs, court costs, interest and/or other expenses, and that she shall not make any other or additional claim against the Town of Loudon for attorneys' fees, costs, court costs, interest, or any other expense of any kind which may have been incurred. The parties understand, agree, and intend that, upon receipt of payment from the Town of Loudon, plaintiff Stephanie M. Bosch will have received complete satisfaction of any and all claims, whether known, suspected, or unknown, that she may have or had against the Town of Loudon. To the extent not specifically set forth herein, Stephanie M. Bosch waives any and all relief not explicitly provided for herein.

3. The Town of Loudon hereby releases, acquits and forever discharges Stephanie M. Bosch from any and all claims, liabilities, damages and expenses arising from or in any way related to her employment by the Town of Loudon and all litigation referenced above. The Town of Loudon agrees to voluntarily dismiss its claim against Stephanie M. Bosch in the Merrimack County Superior Court, with prejudice.

4. As a material inducement to plaintiff Stephanie M. Bosch to enter into this Agreement, and return for the promises and undertakings set forth herein, plaintiff Stephanie M.

Bosch for herself and her successors and assigns, does hereby irrevocably and unconditionally release, acquit, and forever discharge the Town of Loudon from any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which she now has, may have or claim to have, or which they at any prior time had or claimed to have had against the Town of Loudon, arising out of any matter occurring or accruing on or before the date of this Agreement, including, but not limited to, any claims arising from her employment, or the termination of her employment, with the Town of Loudon. This release and waiver includes but is not limited to, claims arising under any federal, state or local statutes, regulations or ordinances, specifically including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the statutory law of New Hampshire and every other state, the Codes, Rules and Regulations of the State of New Hampshire, any common law claims, including but not limited to those alleging personal injury, and or claims for attorney's fees, expenses or costs, provided, however, that nothing contained in this Agreement prevents plaintiff from filing a charge, cooperating with or participating in any investigation or proceeding before the Equal Employment Opportunity Commission or any state equivalent, except that plaintiff acknowledges that she will not be able to recover any monetary benefits in connection with any such claim, charge or proceeding.

5. Plaintiff Stephanie M. Bosch agrees to dismiss her action in federal court with prejudice.

6. This Agreement is a compromise of disputed claims by the plaintiff against the Town of Loudon, and neither the Agreement nor anything contained herein shall be construed as

an admission of liability for unlawful or wrongful acts by the Town of Loudon, by which such liability is expressly denied. The Agreement shall not be admissible in any proceeding as evidence of an admission by the Town of Loudon of a violation of any federal, state or local statute, regulation, ordinance, order or common law. This paragraph does not prohibit the admissibility of this Agreement as evidence in an action to enforce its terms.

7. The parties shall file a joint motion for approval of settlement. The parties shall cooperate to finalize all agreements, stipulations, and other paperwork to obtain court approval and effectuate this settlement.

8. Plaintiff Stephanie M. Bosch agrees and recognizes that her employment relationship with the Town of Loudon has been permanently and irrevocably severed.

9. Plaintiff Stephanie M. Bosch agrees not to make any negative, derogatory, or disparaging comments about the Town of Loudon, its current or former executives or managers. The Town of Loudon and its officials agree not to make any negative, derogatory or disparaging comments about Stephanie M. Bosch.

10. This Agreement shall be construed and enforced under the laws of the State of New Hampshire, without regard to conflict of law provisions.

11. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executives, successors, and assigns, and shall insure to the benefit of said parties and to their heirs, administrators, representatives, executors, successors, and assigns, and may not be modified except in writing signed by both parties.

12. If any provision of this Agreement is found by any court or governmental agency to be unlawful or unenforceable, the Town shall have the right to require the parties to continue complying with the remaining provisions of this Agreement.

13. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

14. The individual signing this Agreement on behalf of the Town of Loudon hereby represents and warrants that he/she is duly authorized and empowered to execute this instrument as a binding obligation on behalf of the Town of Loudon.

8-31-2007
Date

Stephanie M. Bosch
Stephanie M. Bosch

9-11-07
Date

Peg A. Mayfield
Duly Authorized Representative of
The Town of Loudon